Court No.2

Writ Petition No.3499 (M/S) of 2001
(Old No.29124 of 1995)

Nanda Ballabh Upadhyay …….. Petitioner

Versus

The District Judge, Tehri Garhwal
And two others …….. Respondents
……..

Hon'ble P.C. Verma, J.

Sri S.S. Negi, learned counsel for the petitioner made a statement at bar that the petitioner/tenant and respondent no.3/ landlord had entered into agreement that the landlord shall give possession of newly constructed three rooms with kitchen, latrine and bath room on the first floor and the petitioner/tenant shall vacate the premises in dispute by 28.01.2002.

Learned counsel for the respondent no.3/landlord Sri S.P. Agarwal made a statement at bar that the statement by the learned counsel for the petitioner/tenant is correct and in execution of the compromise the landlord has handed over the possession of the three rooms, one kitchen, one latrine and one bath-room on the first floor.

The only grievance of the landlord remains that despite his handing over possession in terms of the compromise, the petitioner/tenant has not vacated the premises in dispute. The parties have settled the dispute outside the Court. The landlord has performed the terms of the compromise, which was to be performed by him, but the tenant taking pretext of the pendency of this writ petition and the interim order, is not handing over the possession. Admittedly, the petitioner/tenant has thus occupied one part in terms of the compromise and another part in garb of interim order in this writ petition, which he has not handed over to the landlord by 28.01.2002 in terms of the compromise dated 28.12.2001. Therefore, the petitioner is directed to

handover the possession of the rooms according to the terms of the aforesaid compromise within ten days from today as he has already been handed over the possession of the newly constructed three rooms and he has only to shift from one room to another. The learned counsel for the parties agreed that the petition may be disposed of in the aforesaid terms.

The petition is disposed of accordingly in the aforesaid terms.

Dt.07.5.2002 **(P.C. Verma, J.)**
P.Singh